SPAETH, BLASE, VALENTINE & KLEIN
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

GUY BLASE
C. GRANT SPAETH
PAUL C. VALENTINE
LAWRENCE A. KLEIN
PETER A. WHITMAN
GEORGE C. FISHER
W. JAMES WARE
CRAIG S. RITCHEY

400 CHANNING AVENUE
POST OFFICE BOX 1320
PALO ALTO, CALIFORNIA 94302
AREA CODE 415
TELEPHONE 327-6700

January 9, 1974

Mr. Stewart Brand
P.O. Box 428
Sausalito, CA 94965

Re: Editor-Agent Agreement for
WHOLE EARTH EPILOGUE

Dear Stewart:

Enclosed is the revised page 4 of the agreement for the WHOLE EARTH EPILOGUE. This reflects the fact that POINT will be paying your out-of-pocket expenses. Also enclosed are the other three (3) pages of the letter in case they have gotten lost.

If everything meets with your approval and Mike's, let's plan to sign this at the Board meeting on Monday, February 14, 1974.

Sincerely yours,

Lawrence A Klein

LAWRENCE A. KLEIN (Esq)

LAK/lsg
Enclosure
cc: Michael Phillips
Richard Austin

January 9, 1974

Mr. Stewart Brand
P.O. BOX 428
Sausalito, Calif. 94965

Dear Stewart:

The purpose of this letter is to set forth the terms and conditions under which you will serve as Editor and Agent for a book, tentatively entitled WHOLE EARTH EPILOGUE ("the book" herein), which will be published by POINT. If the terms and conditions as set forth herein are acceptable to you, please sign the enclosed copy of this letter and return it to me at your earliest convenience.

THE BOOK

It is intended that the book will be in the same spirit as POINT'S previous publication, THE LAST WHOLE EARTH CATALOGUE, which you edited. It is anticipated that the book will be prepared in time for publication in the Fall of 1974.

YOUR DUTIES

Your duties as Editor and Agent will include, but shall not be limited to, full editorial responsibility for the preparation of the book and negotiating a contract with a reputable, nationally-known publisher under which such publisher will distribute the book. It is presently anticipated that this contract will be with Random House but this is not a part of our agreement. The final terms of the contract with the nationally-known publisher shall be subject to the approval of the Board of Directors of POINT. Once such a contract has been signed by the major publisher, you shall represent us in all dealings with the publisher

involving the administration of the contract.

Your duties may also involve writing a portion of the book. This should be considered as part of your editorial duties and no further compensation will be due to you therefor.

COMPENSATION

For your services, you shall receive fifteen per cent (15%) of the gross income received by POINT from the book subject, however, to the limitations described below. "Gross income" for the purposes of this Agreement means the sums received by POINT after deduction of all amounts due to the nationally-known publisher for its services as Distributor but without regard to POINT's production costs for the book.

Your compensation shall be paid in the following manner:

1. During the calendar year 1973, the sum of Ten Thousand Dollars ($10,000) shall be paid to you. This amount shall be repaid in the following manner:

a) During the years 1974-78, inclusive, in the event your fifteen per cent (15%) share exceeds Fifteen Thousand Dollars ($15,000), said excess, but in no event less than Twenty-Five Hundred Dollars ($2500), shall be applied until such Ten Thousand Dollars ($10,000) is paid in full. If the excess is less than Twenty-Five Hundred ($2500) Dollars for a particular year the difference shall be taken from the Fifteen Thousand Dollars ($15,000) otherwise due you for such year.

b) During the years 1974-78, inclusive, in the event your fifteen per cent (15%) share does not exceed Fifteen Thousand Dollars ($15,000) the sum of Twenty-Five Hundred Dollars ($2500) or your entire fifteen per cent (15%) share, whichever is lesser, shall be applied to the payment of such Ten Thousand Dollars ($10,000).

c) In the years subsequent to 1978 your entire fifteen per cent (15%) share shall be applied to the payment of such Ten Thousand Dollars ($10,000) until it is paid in full.

2. For each calendar year 1974 through 1978, inclusive, you will be paid fifteen per cent (15%) of the gross income POINT receives, or Fifteen Thousand Dollars ($15,000), whichever is the lesser.

3. In the event the amount that you are entitled to receive in any one calensar year shall be greater than Fifteen Thousand Dollars ($15,000), such amount shall be credited to your account (to the extent not used to satisfy your obligation under Paragraph One) and carried over to subsequent years and paid to you to the extent that your fifteen per cent (15%) share in a subsequent year or years does not equal Fifteen Thousand Dollars ($15,000). Any and all such credits not paid to you prior to December 31, 1978, shall be paid to you on that date and your compensation for all subsequent years, commencing January 1, 1979, shall be fifteen per cent (15%) of our gross income. No interest shall be paid to you on

any credit balance which you may have in your account with us and no interest shall be paid by you to us on the amount advanced in 1973 to you.

All payments by the Distributor or otherwise shall be made directly to us and we shall remit your portion to you within thirty (30) days after the receipt of payment from the publisher or otherwise. It is anticipated that such payments will be semi-annual. You shall also receive at least semi-annually, a statement from us showing in detail amounts received, your share thereof, and the amount you are entitled to receive in a particular year and the status of your account with us.

You shall be reimbursed by POINT for all reasonable out-of-pocket expenses incurred by you in editing the book and in negotiating and administering the distribution contract with a national publisher. Such payments shall be made to you within ten (10) days after receipt by POINT of receipts or other appropriate proof of the expenses incurred.

This letter constitutes our entire agreement. It may only be amended by a written instrument signed by both of us.

This agreement shall be construed in accordance with the laws of the State of California.

Accepted and agreed this ____ day of January, 1974.

Sincerely yours,

POINT

By _____
MICHAEL PHILLIPS, President

_____
STEWART BRAND